

**Amendment No. 1 Agreement  
To Contract #CA074509  
Between  
AFRAM Corporation  
And Shelby County Government**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between Shelby County Government (hereinafter "County") and AFRAM Corporation (hereinafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated November 9, 2006 for study and design of the Cotton Creek Area Sewer

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section II of the Agreement entitled TERM AND COMPENSATION is hereby amended as shown the attached Attachment "A", attached hereto and incorporated fully herein by reference and the and the compensation is hereby amended as follows:

Original Contract Amount:	\$67,113.16
Additional Fee in this Amendment	<u>133,112.20</u>
Revised Contract Amount	<u>\$200,255.36</u>

2. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_ 2008

APPROVED AS TO FORM  
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
A C WHARTON, JR., MAYOR

AFRAM CORPORATION

By: Hermit Clinton

Title: Project Manager

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE

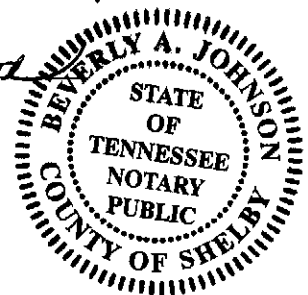
COUNTY OF Shelby County Government

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Hermit Clinton, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the AFRAM Corporation the within named bargainor, a corporation, and that he as such Project Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Project Manager

WITNESS my hand and official seal at office this 10 day of January 2008.

Beverly A. Johnson  
Notary Public

My Commission Expires: January 16, 2011





- Program/Construction Management
- Cost Estimating/CPM Scheduling
- Engineering Design Services

January 8, 2008

Shelby County Engineering Department  
Attn: Mr. Michael Oakes, P.E., County Engineer  
160 North Main Street  
Memphis, TN 38103

**RE: Cotton Creek Area Sewer Study – Phase III Fee Proposal**  
**Shelby County Contract # CA074509**  
**AFRAM Corporation Project No. 06-128**

Dear Mr. Oakes,

Enclosed please find our fee proposal for Phase III (Design Services) for the above referenced project.

We greatly appreciate the opportunity of serving Shelby County on this important project.

Should you have any questions please do not hesitate to contact me at 543-1116.

Sincerely,

**AFRAM Corporation**

A handwritten signature in cursive script that reads "Kermit Clinton".

Kermit Clinton, P.E.  
Project Manager

CC: S. Akinduro, K. Chandler, Project File- 06-128



- Program/Construction Management
- Cost Estimating/CPM Scheduling
- Engineering Design Services

**Cotton Creek Area Sanitary Sewer  
Shelby County Contract No. CA074509  
Fee Proposal - Phase III**

**Project Understanding**

The Cotton Creek area of Shelby County is located in the southeast quadrant of the intersection of Collierville-Arlington and Raleigh-Lagrange Roads in east Shelby County within the Town of Collierville's annexation reserve area. The named developments within the Cotton Creek Area are Kirkwood Estates, Cotton Creek Subdivision and Fox Hollow Farms (Phases I & 2). Also included are individual lots along Raleigh-Lagrange and Collierville-Arlington Roads. There are a total of 91 residential lots included in this project. This area is currently served by standard septic systems. Through the years the residents have experienced varying degrees of problems with their septic systems. The purpose of this project is as follows:

**Phase I** – Analyze extent of reported problems and assess alternatives based on targeting the lots with known problems.

This portion of the project is complete (Please see Phase I Engineer's Report dated February 24, 2007). The results of Phase I indicated the problems are widespread throughout the Cotton Creek Area. Also, a high water table coupled with poor soils in the area dictated that targeting individual lots was not feasible.

**Phase II** – Determine and rank the various physical and fiscal issues related to installation of either a local collection and treatment system such as STEP/STEG Re-circulation Sand Filter or collection via conventional gravity/pressure system with conveyance of effluent to the Shelton Road Wastewater Treatment Plant in Collierville.

This portion of the project is complete (please see Phase II Engineer's Report dated March 29, 2007). As recommended in the Engineer's Report, Shelby County contacted Town of Collierville officials and the Spring Creek Ranch developers to discuss the alternatives. Somewhat favorable comments from the involved parties prompted Shelby County to recommend the Low Pressure Collection System which will convey "grey water" from septic tanks to the existing Spring Creek Ranch Force Main with treatment at the Shelton Road Wastewater Treatment Plant in Collierville. This alternative is referred to as the Low Pressure System in the Phase II Engineer's Report.

**Phase III** – Engineering Design Services related to the chosen alternative.

As stated in Shelby County Contract No. CA074509, upon completion of Phases I and II, Phase III (Design Services related to the chosen alternative) is to be negotiated at that time. We are pleased to provide you with the Phase III Fee Proposal. We propose the following tasks for design of the chosen alternative: **Low Pressure System.**

**Shelby County Contract No. CA074509**  
**Phase III Fee Proposal**  
**January 8, 2008**  
**Page Two**

- |     |  |                   |
|-----|--|-------------------|
| a). | Up to 3 meetings each with Town of Collierville and Spring Creek Ranch Developers (6 total) as needed  | \$4,290.00        |
| b). | Existing Septic Tank Inspections (includes cleaning and engineering) (for 91 lots/homes)   | \$49,910.00       |
| c). | Field Surveying  | \$33,300.00       |
| d). | Prepare Construction Documents and Specifications  | \$39,771.80       |
| e). | Assist Shelby County in Permitting Process (includes submitting paperwork/plan set for TDEC review and approval; does not include review fees. We do not anticipate disturbing an area greater than 1 acre in size. Therefore, this item does not include cost for SWPPP preparation.) | \$2,510.40        |
| f). | Project Administration   | <u>\$3,330.00</u> |

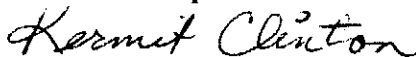
**Total Design Fee** **\$133,112.20**

We appreciate the opportunity to provide Shelby County with design services for this important sewer project. The calculated amount of time needed to complete the above referenced items is approximately 8 months.

Thank you and please let me know if you have any questions, comments or need additional information.

Sincerely,

**AFRAM Corporation**



Kermit Clinton, P.E.  
Project Manager

Cc: Solomon Akinduro, Ken Chandler (AFRAM)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2007PRODUCER (314) 721-1372 FAX (314) 721-2979  
Adrian N. Baker & Co.  
8301 Maryland Avenue  
P. O. Box 66871  
St. Louis, MO 63166-6871

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURED  
AFRAM Corporation  
1601 Olive  
St Louis, MO 63103INSURER A: Mt. Hawley Insurance Co. SWETT IL  
INSURER B: First National Ins Co-America Hartford  
INSURER C: New Hampshire Insurance AIG  
INSURER D: Transportation Insurance Co. CNA  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY	MGL 0149682	05/09/2007	05/09/2008	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
			<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B			AUTOMOBILE LIABILITY	25 CC 103393 2	06/01/2007	06/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input checked="" type="checkbox"/> HIRED AUTOS				
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				
			<input checked="" type="checkbox"/> UM \$1,000,000				
			<input checked="" type="checkbox"/> UIM \$1,000,000				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
A	X		EXCESS/UMBRELLA LIABILITY	MXL 0366267	05/09/2007	05/09/2008	EACH OCCURRENCE \$ 2,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
			<input type="checkbox"/> DEDUCTIBLE				Prods/Completed \$ 2,000,000
			<input checked="" type="checkbox"/> RETENTION \$ 0				\$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 307-26-64	06/01/2007	06/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			OTHER	MCH 25 404 62 06	11/18/2007	11/18/2008	\$2,000,000 Annual Per Claim
			Prof Liab Engineers, Tech, & Planning Consultants				\$2,000,000 Annual Aggregate
			PRIOR ACTS: 11/18/2002				Deductible \$50,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RFP # 07-007-04 Sewer Feasibility Study/Recommendations Design for the Cotton Creek Area  
Shelby County Government is added as an Additional Insured to the Commercial General Liability regarding the contract with the Named Insured.

## CERTIFICATE HOLDER

Shelby County Government  
Purchasing Department  
160 N. Main, Suite 550  
Memphis, TN 38103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H. James Jost, CIC/EMT

